

Exhibit A

NO.: _____

WALKER'S SODA SHOP

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IN THE DISTRICT COURT

VS.

MADISON COUNTY, TEXAS

ALLIED PROPERTY AND
CASUALTY INSURANCE COMPANY

_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

COMES NOW, **WALKER'S SODA SHOP**, hereinafter called Plaintiff and files suit against **ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY**, hereinafter called Defendant and would show unto the Court and jury the following:

I.

The Plaintiff intends to pursue this matter pursuant to a Level 1 Discovery Control Plan.

II.

Plaintiff, **WALKER'S SODA SHOP**, is a privately held entity conducting business in Madisonville, Madison County, Texas.

Defendant, **ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY**, is an insurance company conducting business in the State of Texas and may be served with process by serving its registered agent, Corporation Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

III.

Venue is proper and permissive in Madison County, Texas pursuant to §15.002, §15.032 and §15.038 of the Texas Civil Practice & Remedies Code.

IV.

REQUEST FOR DISCLOSURE

Plaintiff includes within these pleadings a demand for disclosure and/or a disclosure request as provided for by Rule 194 of the Texas Rules of Civil Procedure. Defendant is requested to disclose within fifty (50) days of this request, the information and material described in Rule 194.2 of the Texas Rules of Civil Procedure.

V.

RULE 197.3 NOTICE

In accordance with Rule 193.7 of the Texas Rules of Civil Procedure, the Plaintiff hereby serves notice to all parties that the Plaintiff reserve the right to use any documents and/or materials produced by any Defendant at any pre-trial proceeding or trial on the merits.

VI.

FACTUAL BACKGROUND

Plaintiff, **WALKER'S SODA SHOP**, would show unto the Court and jury that a policy was issued by Defendant, **ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY** covering the building where the Plaintiff conducts its business operations in Madison County, Texas. The subject policy number is ACP BPFC7244183460. In April of 2014, the building where **WALKER'S SODA SHOP** conducts its business sustained damage. A dispute has arisen over the extent of the damage to the building which serves

as the basis of the Plaintiff's lawsuit.

VII.

BREACH OF CONTRACT

The Plaintiff brings suit against the Defendant for breach of contract. In this regard, the Plaintiff would show that the subject insurance policy constitutes a binding contract that at all times material hereto was in full force and effect with all premiums paid. A dispute has arisen between the Plaintiff and Defendant regarding the extent of the damage to the building where **WALKER'S SODA SHOP** conducts its business operations, constituting a breach of the insurance contract and a proximate cause of the Plaintiff's damages.

VIII.

INSURANCE CODE VIOLATIONS

A. **Unfair Methods of Competition and Unfair or Deceptive Acts and Practices**

The Plaintiff brings suit against Defendant, **ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY**, pursuant to Chapter 541 of the Texas Insurance Code. In particular and at the very least, §541.051(1)(A)&(B), §541.060, §541.061 and §541.151.

B. **Processing and Settlement of Claims**

The Plaintiff further brings suit pursuant to §542 of the Texas Insurance Code, commonly referred to as the Unfair Claim Settlement Practices Act, including §542.003 and other pertinent provisions of §542, including subchapter B, known as the Prompt Payment of Claims Act.

IX.

In accordance with Rule 47 of the Texas Rules of Civil Procedure, Plaintiff hereby stipulates that it will not seek whether by settlement or judgment monetary

damages that exceed \$75,000.00, exclusive of interest and cost.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendant be cited in terms of law to appear and answer herein; and that upon final trial or hearing hereof, judgment be rendered against Defendant; that Plaintiff have pre-judgment and post-judgment interest at the legal rate; that Plaintiff have and recover it's costs of court in this behalf expended; and that Plaintiff have such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled, and in duty bound will ever pray.

PLAINTIFF DEMANDS A TRIAL BY JURY IN THIS CAUSE.

Respectfully submitted,

ROGER KNIGHT, JR., INC.
ATTORNEY AT LAW
P. O. BOX 925
MADISONVILLE, TEXAS 77864
(936) 348-3543
(936) 348-5433(FAX)

BY: 

KEVIN R. KNIGHT - 11601400
ATTORNEY FOR PLAINTIFF

(e.g., *John Smith v. All American Insurance Co.*; *In re Mary Ann Jones*; *In the Matter of the Estate of George Jackson*).

I. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name:	Email:	Plaintiff(s)/Petitioner(s):	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
<u>KEVIN R. KNIGHT</u>	<u>pkaefer@knightfirm.com</u>	<u>WALKER'S SODA SHOP</u>	
Address:	Telephone:	Defendant(s)/Respondent(s):	Additional Parties in Child Support Case:
P. O. Box 925	<u>936-3487-3543</u>	<u>ALLIED PROPERTY AND</u>	Custodial Parent:
City/State/Zip:	Fax:	<u>CASUALTY INSURANCE COMPANY</u>	_____
<u>Madisonville, TX 77864</u>	<u>936-348-5433</u>	[Attach additional page as necessary to list all parties]	Non-Custodial Parent:
Signature:	State Bar No:		Presumed Father:
<u>Kevin R. Knight</u>	<u>11601400</u>		_____

Civil

Family Law

Contract <i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input checked="" type="checkbox"/> Other Debt/Contract: <u>Breach of Contract</u> <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: _____ <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocal (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			

<input type="checkbox"/> Appeal from Municipal or Justice Court	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Prejudgment Remedy
<input type="checkbox"/> Arbitration-related	<input type="checkbox"/> Garnishment	<input type="checkbox"/> Protective Order
<input type="checkbox"/> Attachment	<input type="checkbox"/> Interpleader	<input type="checkbox"/> Receiver
<input type="checkbox"/> Bill of Review	<input type="checkbox"/> License	<input type="checkbox"/> Sequestration
<input type="checkbox"/> Certiorari	<input type="checkbox"/> Mandamus	<input type="checkbox"/> Temporary Restraining Order/Injunction
<input type="checkbox"/> Class Action	<input type="checkbox"/> Post-judgment	<input type="checkbox"/> Turnover

☒ Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees
☐ Less than \$100,000 and non-monetary relief
☐ Over \$100,000 but not more than \$200,000
☐ Over \$200,000 but not more than \$1,000,000
☐ Over \$1,000,000